



Janet Napolitano, Governor
Anthony D. Rodgers, Director

Our first care is your health care

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

801 East Jefferson, Phoenix AZ 85034

PO Box 25520, Phoenix AZ 85002

phone 602 417 4000

www.ahcccs.state.az.us

November 30, 2006

RE: REQUEST FOR QUOTATION (RFQ) #YH07-0041

Dear Interested Party:

1. This RFQ is submitted for your review and consideration. It is for the procurement of Janitorial Services for the AHCCCS Show Low Office. **During the Solicitation process, all questions concerning this RFQ, should be directed to Mark Held at (602) 417-4094 or e-mail: Mark.Held@azahcccs.gov.** In accordance with A.R.S. §41-2535, which is incorporated herein by reference, your quotation must be received at the below-specified location **no later than 3:00 P.M. MST on December 19, 2006.**

2. Please read the following for information on how to complete your price quotation.

Read this entire document so you understand the terms and conditions of any purchase order that may be awarded to you.

For your proposal, submit as instructed:

Page 1, provide all information required on the Offer and Acceptance, Paragraph II, **and be sure to sign it or your response will not be accepted.**

Page 2, enter your pricing for supplies and service as requested on the form

Page 3, provide all information required in paragraphs 6, 7, and 8.

Pages 11 and 12 provide all information requested

Re-read

Pages 4-6 to understand what will be expected of you

Pages 7-10 these are instruction for submission.

Pages 13 – 15 these are your insurance requirements, including endorsements that must be added to your insurance policies.

3. **Please send a hard copy of your response by fax, mail or courier. E-mail submissions will only be accepted if there is a scanned signature on Page 1, Section A: Solicitation, Offer and Award is included with your submission.** All offers must be received prior to 3:00 P.M. MST, Tuesday, December 19, 2006 to:

Mark Held, Senior Procurement Specialist

e-mail: Mark.Held@azahcccs.gov

AHCCCS

Contracts and Purchasing Section, MD 5700

701 East Jefferson

Phoenix, Arizona 85034

Late submissions will not be accepted.

Sincerely,

Michael Veit
Contracts and Purchasing Administrator

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

SECTION A: SOLICITATION, OFFER AND AWARD

Contract No: **YH07-0041**
Issued by: AHCCCS
Contracts and Purchasing
701 E. Jefferson Street
Phoenix, AZ 85034

Type of Solicitation: **Request for Quotations**
Subject of Solicitation:
Janitorial Services for AHCCCS Show Low Office
Term of Agreement: **From Date of Award through
December 31, 2007**

I. SOLICITATION

A quotation for providing the services described herein will be received at the issuing office (above) **until 3:00 P.M. MST on Tuesday, December 19, 2006.**

Questions may be directed to:

Mark Held, Contracts and Purchasing

Phone: (602) 417-4094

E-mail: Mark.Held@azahcccs.gov

Fax: (602) 417-5957

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II. OFFER (Must be fully completed by Offeror)

The undersigned Offeror hereby agrees, if this offer is accepted within 90 days of the offer due date, to provide all services in accordance with the terms and requirements stated herein, including all applicable attachments, amendments, and best-and-final offers (if any).

NAME OF OFFEROR: _____

PHONE: _____

ADDRESS: _____

CITY/STATE: _____

ZIP CODE: _____

NAME OF PERSON AUTHORIZED TO SIGN OFFER:

TITLE: _____

OFFEROR'S SIGNATURE:

DATE: _____

III. AWARD (To be completed by AHCCCS)

Your Offer is hereby accepted, you are now bound to sell materials and services based upon this solicitation, including all terms, conditions, specifications, amendments, etc., and the Vendor's Quotation as accepted by the State.

This agreement shall henceforth be referred to as agreement number _____. You are cautioned not to commence any billable work or provide any material or service under this agreement until you receive a signed copy.

NAME OF AHCCCS CONTRACTING OFFICER: **Michael Veit** DATE: _____

SIGNATURE OF AHCCCS CONTRACTING OFFICER: _____

SECTION B: PRICING AND ADMINISTRATION OF AGREEMENT

1. METHOD OF COMPENSATION

The Vendor will be reimbursed based on the prices established by the agreement. The reimbursement ceiling for services provided during the term of this agreement shall not exceed the quoted rate for services requested.

2. PRICES

Once accepted by AHCCCS, the all-inclusive fixed price shall not be adjusted unless AHCCCS alters the total monthly volume of services to be performed by the Vendor. Stated prices are subject to the availability of funds and are for the full term of the agreement (i.e., the initial one year term and any extensions).

This is an all-inclusive fixed price. Any amount charged that is not disclosed at the time of quote shall not be paid.

Price shall be provided in the aggregate for the services described in the scope of work.

Description of Service or Materials	Unit of Measurement and Quantity (Sample: Per <u>Box</u> QTY <u>95 rolls</u>)	Price (<i>All –inclusive</i>)
2.1 Janitorial Services (Three times per week)	Per <u>Month</u>	\$ _____
2.2 Plastic Waste Receptacle Liners	Per _____ QTY _____	\$ _____
2.3 Paper (hand) Towels	Per _____ QTY _____	\$ _____
2.4 Toilet Tissue	Per _____ QTY _____	\$ _____
2.5 Soap for Dispensers*	Per <u>Box of 6 bags (ea. bag is 800 ML) *</u>	\$ _____

* For use with MICRELL 800 Series Bag-in-Box Dispenser available as order number 9756-06 at www.GOJO.com, contact GOJO or a GOJO distributor to determine your cost for this item.

MICRELL® 800 Series Bag-in-Box Dispenser

http://www.gojo.com/product/dispenser.asp?sys_cat_id=117&brand_id=4

MICRELL® Antibacterial Lotion Soap

<http://www.gojo.com/product/product.asp?productid=105>

2.6 Prompt Payment Discount _____ % of payment, if made within _____ days of receipt of invoice.

3. INVOICES

By the twentieth (20) day of each month the Vendor shall submit invoices to AHCCCS for work that has been performed in accordance with contract terms and conditions and accepted by AHCCCS. The Vendor shall submit invoices in two (2) copies. The Vendor's invoices shall be submitted to:

AHCCCS
Accounts Payable, MD 5400
701 E. Jefferson
Phoenix, Arizona 85034

Each invoice shall provide the following information, as applicable: contract number, description of services performed, name of AHCCCS contact person for this agreement, date(s) and time(s) services were performed.

Each invoice shall have adequate supporting documentation attached to allow proper expense reimbursement.

SECTION B: PRICING AND ADMINISTRATION OF AGREEMENT**4. PAYMENTS**

AHCCCS will pay the Vendor within thirty (30) working days of receipt of Vendor's invoice for work performed, provided it includes required information and supporting documentation. Failure to submit invoices within ninety (90) working days after providing services may result in payment denial by AHCCCS.

5. UNACCEPTED WORK

Any work performed by the Vendor that AHCCCS does not accept shall not be compensated by AHCCCS. At AHCCCS's option, the Vendor may be required to redo substandard work to bring it into conformance with acceptable standards. Such substandard work shall be documented and may be submitted to the appropriate State agency.

6. MAILING OF PAYMENTS

The vendor shall state below, the address to which payment should be mailed.

(Company Name)

(Street)

(City & State)

(Zip Code)

7. THE VENDOR SHALL PROVIDE INFORMATION REQUESTED BELOW:

a. Arizona Transaction (sales) Privilege Tax License Number: _____

b. Federal Employer Identification Number or SSAN: _____

8. COMPANY REPRESENTATIVE TO CONTACT FOR ADMINISTRATION PURPOSES:

Name

Street

City / State / Zip Code

Telephone Number

Fax Number

E-mail Address

SECTION C: SCOPE OF WORK AND SPECIAL PROVISIONS

Scope of Work

Location

Services will be performed at the AHCCCS – ALTCS Office, 580 East Old Linden Road, Suite 3, Show Low, AZ 85901, (928) 537-1515 or toll free: 1 (877) 537-1515. The total floor space is approximately 3600 square feet. The tile or non-carpeted area comprises approximately 405 square feet as follows: front lobby - 75 sq. ft.; small area next to receptionist's desk – 20 sq. ft.; break room – 226 sq. ft.; each of the two restrooms – 42.25 sq. ft. This leaves approximately 3,195 sq. ft. of carpeted area. The current number of employees is nine, but the number of employees may fluctuate throughout the contract. Management requests that the days of cleaning be Monday, Wednesday, and Friday, or Tuesday and Thursday after 5:00 p.m and one time on the weekend. Saturday cleaning is acceptable instead of Friday. The vendor shall provide cleaning supplies and equipment (vacuum cleaner, buffer, brooms, mops, etc.)

Office Area

Three times per week:

1. Empty and clean all waste receptacles and ashtrays; remove waste materials from premises; wash receptacles as necessary.
2. Sweep and dust mop all uncarpeted areas using a dust treated mop.
3. Wash and clean all water fountains.
4. Wipe clean all brass and other metal work.
5. Upon completion of cleaning, turn off all lights and lock doors, leaving the premises in an orderly condition.

Weekly:

1. Vacuum all rugs and carpeted areas.
2. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, window sills, door ledges, chair rails, and convactor tops, within normal reach.
3. Hand dust all grille work within normal reach.
4. Remove all finger marks from private entrance doors, light switches and doorways.
5. Remove carpet stains.

Monthly:

1. Dust coat racks and all other surfaces within normal reach and not identified for weekly cleaning .
2. Do high dusting not reached in daily cleaning to include dusting the following:
 - All pictures and wall hangings
 - All doors and doorframes
 - All HVAC supply grilles
 - All Venetian blinds
3. Wax and polish all uncarpeted floor areas.
4. Vacuum chairs.

Semiannually:

1. Clean all carpeted areas.

SECTION C: SCOPE OF WORK AND SPECIAL PROVISIONS**Lavatories****Three times per week:**

1. Sweep and damp mop floors.
2. Clean all mirrors, powder shelves, dispensers and receptacles, metal work, flush meters, piping, and toilet seat hinges.
3. Wash both sides of all toilet seats.
4. Wash all basins, bowls and urinals.
5. Dust and clean all powder room fixtures.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Remove waste paper and refuse.
8. Refill tissue and towel holders, soap dispensers; materials to be furnished by the vendor. (A sanitizing solution will be used in all lavatory cleaning.)
9. Leave a few extra rolls of toilet paper and paper towels in each restroom.

Monthly:

1. Machine scrub lavatory floors.
2. Wash all partitions and tile walls in lavatories.

Main Lobby, Building Exterior and Corridors:**Three times per week:**

1. Sweep all tile floors.
2. Spot clean any metal work inside lobby.
3. Spot clean any metal work surrounding building entrance doors.

Weekly:

1. Wash all rubber mats.
2. Mop all tile floors in public areas.
3. Use a treatment on all tile floors equivalent to spray buffing.
4. Check to see if sidewalks and parking areas need to have trash removed and if sweeping is necessary, and perform those tasks if they are needed.

Semiannually:

1. Wash windows of exterior walls semiannually, both inside and outside.

Additional Services

1. Provide and replace waste liners, paper towels, toilet tissue and soap for soap dispensers as needed.

SECTION C: SCOPE OF WORK AND SPECIAL PROVISIONS

Special Provisions

1. Right To Extend

The initial term of the agreement is the date of award through December 31, 2007. The anticipated start date is January 1, 2007. Subject to the availability of funds and acceptable Vendor's performance, AHCCCS shall have the right to extend this agreement for additional periods with the Vendor's consent. The total term of the agreement shall not exceed five years. Due to this procurement being a Request for Quotes the cost of the total term of the contract, including all extensions shall not exceed \$50,000. This contract shall terminate when either limit is reached.

2. Incorporation by Reference

The Uniform Terms and Conditions are incorporated by reference, in their entirety, into this solicitation and are available from the agency Procurement Office or via the internet at <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf>

3. Insurance`

The Risk Management Department of the State of Arizona requires insurance in the coverage amounts and in the manner described in Attachment I to this Request for Quotations. Attachment A is part of this contract.

4. Vendor Selection

The award(s) will be made to the responsible Offeror whose quote is determined to be the most advantageous to AHCCCS, based on vendor's responsiveness, qualifications, experience and price.

SECTION D: UNIFORM INSTRUCTIONS TO OFFERORS**1. Definition of Terms Used in These Instructions.**

As used in these instructions, the following terms have the following meaning:

- A. “*Attachments*” means all items required of the Offeror as a part of the Offer.
- B. “*Days*” means calendar days unless otherwise specified.
- C. “*Exhibits*” means all items attached as a part of the Solicitation.
- D. “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- E. “*Offer*” means bid, proposal or quotation.
- F. “*Offeror*” means a vendor who responds to a Solicitation.
- G. “*Procurement Officer*” means the person duly authorized to enter into and administer Contracts, agreements and make written determinations with respect to the Contract or his or her designee.
- H. “*Solicitation*” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
- I. “*Subcontract*” means any Contract, express or implied, between the Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Agreement.
- J. “*State*” means the State of Arizona and Department or Agency of the State that executes the Agreement.

2. Preparation of Quotation.

- A. Forms. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation shall be legible and contain the same information requested on the forms.
- B. Typed or Ink Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after the specified due time and date, except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror’s intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence on an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- E. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Agreement claim.
- F. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities in the Offer.

SECTION D: UNIFORM INSTRUCTIONS TO OFFERORS**3. Inquiries.**

- A. Solicitation Contact Person. Any inquiry related to a Solicitation shall be directed solely to the Solicitation Contact Person: Mark Held, Senior Procurement Specialist, at 602-417-4094 or by e-mail (preferred) at Mark.Held@azahcccs.gov. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- B. Submission of Inquiries. **The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing.** Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- C. Timeliness. Any inquiry shall be submitted as soon as possible and **at least seven (7) days** before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation amendment.
- D. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation amendment. An Offeror may not rely on verbal responses to its inquiries.
- E. Solicitation Amendments. The Solicitation shall only be modified by written amendment, signed by the Procurement Officer.
- F. Standards. Any requests for or inquiries regarding standards referenced in the Solicitation shall be referred to the Solicitation contact person.

4. Submission of Offer.

- A. Quote. Each quote shall be submitted to the submittal location identified in this Solicitation.
- B. Solicitation Amendments. Each Solicitation amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation amendment may result in rejection of the offer.
- C. Late Offers. An offer submitted after the exact offer due date and time shall be rejected.
- D. Offer Amendment or Withdrawal. An offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- E. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after award of purchase order is made, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The State shall make a determination pursuant to the Arizona Procurement Code.

5. Offer Acceptance Period.

An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.

SECTION D: UNIFORM INSTRUCTIONS TO OFFERORS**6. Taxes.**

- A. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- B. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from his obligation to remit taxes. Offerors are required to provide their Arizona Transaction Privilege Tax Number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- C. Evaluation of Offers. All applicable taxes stated in the Offer will be considered by the State when determining the lowest bid or evaluating proposals; except when an Offeror is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this State. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Vendor.
- D. Identification of Taxes in Offer. If Arizona resident Offerors do not indicate taxes as a separate item in the Offer, the State will conclude that the price(s) offered includes all applicable taxes.

7. Cost of Offer Preparation. The State shall not reimburse any Offeror the cost of responding to a solicitation.**8. Certifications, Disclosure and Disqualification.**

- A. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official Agreement form, the Offeror certifies that:
 - 1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 2) It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- B. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- C. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

SECTION D: UNIFORM INSTRUCTIONS TO OFFERORS

9. **Award of Agreement. Number or Types of Awards.** Where applicable, the State reserves the right to make multiple awards or to award a Purchase order/agreement by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" offers shall be rejected.
- A. **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- B. **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 1) Waive any minor informality;
 - 2) Reject any and all Offers or portions thereof; or
 - 3) Cancel a Solicitation.
- C. **Inception.** An Offer does not constitute an agreement nor does it confer any rights on the Offeror to the award of an agreement. An agreement is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

10. Solicitation Order of Precedence.

In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

- A. Special Provisions;
- B. Uniform Terms and Conditions;
- C. Statement or Scope of Work;
- D. Specifications;
- E. Exhibits;
- F. Special Instructions to Offerors; and
- G. Uniform Instructions to Offerors.

11. Persons With Disabilities.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

SECTION E:
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

1. CERTIFICATIONS, DISCLOSURE, AND DISQUALIFICATION

- A. Non-collusion, Employment, and Services. By signing the offer and acceptance form or other official agreement form, the Offeror certifies that:
- 1) It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - 2) It does not discriminate against any employee, applicant for employment, or person to whom it provides service because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders.
- B. Disclosure. If an Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Offeror shall disclose that information in its offer. Failure to do so shall result in rejection of its proposal.
- C. Disqualification. The offer of an offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

2. OFFEROR'S QUALIFICATIONS

Instructions: Using attachments, if necessary, answer the following questions or inquiries. Label your responses under "Offeror's Qualifications" and indicate the question or inquiry being referenced as it appears below.

- A. Name of company/individual and type of business:
- B. Number of years company/individual has provided this service:
- C. For companies, provide an overview of the company that includes:
1. **organizational structure**
 2. **number and location of offices**
 3. **Number of employees at each location.**
- D. The Offeror shall employ and assign an adequate number of people to this Contract to provide services at required levels, please describe how many hours you plan to provide for the various tasks in the Scope of Work, pages 4 - 5 of this document, and who (yourself or an employee) you expect to provide the service.

**SECTION E:
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

3. FIRM'S REFERENCES

Using Attachments, provide at a minimum three (3) professional references, which would demonstrate the offeror possesses an understanding and the experience in providing the required service. References should be verifiable and be able to comment on the Offeror's related experience. At a minimum, please provide the following information for references: company name, contact person's name, address, phone number, and start date and completion date of work. **As these references may be checked, insure all information is current, accurate and prior permission to use is obtained from each reference.**

4. OFFEROR'S ORGANIZATION SPECIFICATIONS

Instructions: Complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your proposal as unresponsive.

- | | | <u>YES</u> | <u>NO</u> |
|----|--|-------------------|------------------|
| 1) | <u>Administrative Agent</u> Is the Offeror acting as an administrative agent for any for any other agency, organization, or government? IF YES, ATTACH A DESCRIPTION OF THE RELATIONSHIP IN BOTH LEGAL AND FUNCTIONAL ASPECTS. | | |
| 2) | <u>Civil Rights Compliance Data</u> Has any Federal or State agency ever made a finding of non-compliance with any relevant civil rights requirements with respect to the Offeror's business activities? IF YES, ATTACH AN EXPLANATION. | | |
| 3) | <u>Prior Felony Conviction(s)</u> Has the Offeror, its major stockholders controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? IF YES, ATTACH AN EXPLANATION. | | |
| 4) | <u>Suspension Or Exclusion From Federal Program(s)</u> Has the Offeror ever been suspended or excluded from any Federal Government program for any reason? IF YES, ATTACH AN EXPLANATION. | | |
| 5) | Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five years? IF YES, ATTACH AN EXPLANATION. | | |

Attachment A: Insurance Specifications and Indemnification Clause
Janitorial/Building Maintenance/Caretaker Services

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |
| • Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| • Fire Legal Liability | \$ 25,000 |
| • Each Occurrence | \$ 500,000 |

a. Policy shall be endorsed to **include master key coverage**.

b. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

Attachment A: Insurance Specifications and Indemnification Clause
Janitorial/Building Maintenance/Caretaker Services

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - d. Policy shall be endorsed to **include coverage for Broad Form Property Damage**.
 2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) \$ 500,000
 - a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

 - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to and shall be sent by certified mail, return receipt requested.

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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to AHCCCS, Contracts and Purchasing, 701 E. Jefferson St., MD 5700, Phoenix, AZ 85034. **The State of Arizona project/contract number and project description shall be noted on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.